

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 49	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR - 16 JUL 05 THRU 15 JUL 06</p> <p>FFP</p> <p>NON PERSONAL SERVICES: To provide all necessary labor, equipment, tools, supplies, transportation and supervision of work to be accomplished to perform Janitorial Services at the following U.S. Army Corps of Engineers Alaska District buildings: Building 736, and a small area, 1400 SF of 3rd floor, 7 offices, of Building 658 on Ft. Richardson, AK, and Buildings 2204, 2212, 2218, 5223, and 8199 on Elmendorf AFB, Anchorage, Alaska for the period of 16 July 2005 through 15 July 2006 in accordance with attached Schedule of Prices for Items 0001-0003.</p> <p>PURCHASE REQUEST NUMBER: WC1JUW-4222-9842</p>	1	Lump Sum		
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>OPTION YEAR 1 - 16 JUL 06 THRU 15 JUL 07</p> <p>FFP</p> <p>NON PERSONAL SERVICES: To provide all necessary labor, equipment, tools, supplies, transportation and supervision of work to be accomplished to perform Janitorial Services at the following U.S. Army Corps of Engineers Alaska District buildings: Building 736, and a small area, 1400 SF of 3rd floor, 7 offices, of Building 658 on Ft. Richardson, AK, and Buildings 2204, 2212, 2218, 5223, and 8199 on Elmendorf AFB, Anchorage, Alaska for the period of 16 July 2005 through 15 July 2006 through 31 December 2007 in accordance with attached Schedule of Prices for Items 0004-0006.</p>	1	Lump Sum		
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		
OPTION	OPTION YEAR 2 - 16 JUL 07 THRU 15 JUL 08 FFP NON PERSONAL SERVICES: To provide all necessary labor, equipment, tools, supplies, transportation and supervision of work to be accomplished to perform Janitorial Services at the following U.S. Army Corps of Engineers Alaska District buildings: Building 736, and a small area, 1400 SF of 3rd floor, 7 offices, of Building 658 on Ft. Richardson, AK, and Buildings 2204, 2212, 2218, 5223, and 8199 on Elmendorf AFB, Anchorage, Alaska for the period of 16 July 2007 through 15 July 2008 in accordance with attached Schedule of Prices for Items 0007-0009.				

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	OPTION YEAR 3 - 16 JUL 08 THRU 15 JUL 09 FFP NON PERSONAL SERVICES: To provide all necessary labor, equipment, tools, supplies, transportation and supervision of work to be accomplished to perform Janitorial Services at the following U.S. Army Corps of Engineers Alaska District buildings: Building 736, and a small area, 1400 SF of 3rd floor, 7 offices, of Building 658 on Ft. Richardson, AK, and Buildings 2204, 2212, 2218, 5223, and 8199 on Elmendorf AFB, Anchorage, Alaska for the period of 16 July 2008 through 15 July 2009 in accordance with attached Schedule of Prices for Items 0010-0012.				

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	OPTION YEAR 4 - 16 JUL 09 THRU 15 JUL 10 FFP NON PERSONAL SERVICES: To provide all necessary labor, equipment, tools, supplies, transportation and supervision of work to be accomplished to perform Janitorial Services at the following U.S. Army Corps of Engineers Alaska District buildings: Building 736, and a small area, 1400 SF of 3rd floor, 7 offices, of Building 658 on Ft. Richardson, AK, and Buildings 2204, 2212, 2218, 5223, and 8199 on Elmendorf AFB, Anchorage, Alaska for the period of 16 July 2009 through 15 July 2010 in accordance with attached Schedule of Prices for Items 0013-0015.				

NET AMT

FOB: Destination

BASE YEAR SCHEDULE
16 July 2005 through 15 July 2006

0001 DAILY REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	MO	12		
AB	2204	MO	12		
AC	2212	MO	12		
AD	2218	MO	12		
AE	5223	MO	12		
AF	8199	MO	12		
AG	658	MO	12		

SUB-TOTAL: _____

0002 TRI-ANNUAL REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	EA	3		
AB	2204	EA	3		
AC	2212	EA	3		
AD	2218	EA	3		
AE	5223	EA	3		
AF	8199	EA	3		
AG	658	EA	3		

0003 YEARLY REQUIREMENTS

ITEMS	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
0003	ALL	EA	1		

BASE YEAR TOTAL _____

OPTION YEAR SCHEDULE
16 July 2006 through 15 July 2007

OPTION YEAR 1

0004 DAILY REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	MO	12		
AB	2204	MO	12		
AC	2212	MO	12		
AD	2218	MO	12		
AE	5223	MO	12		
AF	8199	MO	12		
AG	658	MO	12		

SUB-TOTAL: _____

0005 TRI-ANNUAL REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	EA	3		
AB	2204	EA	3		
AC	2212	EA	3		
AD	2218	EA	3		
AE	5223	EA	3		
AF	8199	EA	3		
AG	658	EA	3		

0006 YEARLY REQUIREMENTS

ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
0006	ALL	EA	1		

OPTION YEAR 1 TOTAL: _____

OPTION YEAR SCHEDULE
16 July 2007 through 15 July 2008

OPTION YEAR 2

0007 DAILY REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	MO	12		
AB	2204	MO	12		
AC	2212	MO	12		
AD	2218	MO	12		
AE	5223	MO	12		
AF	8199	MO	12		
AG	658	MO	12		

SUB-TOTAL: _____

0008 TRI-ANNUAL REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	EA	3		
AB	2204	EA	3		
AC	2212	EA	3		
AD	2218	EA	3		
AE	5223	EA	3		
AF	8199	EA	3		
AG	658	EA	3		

0009 YEARLY REQUIREMENTS

ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
0009	ALL	EA	1		

OPTION YEAR 2 TOTAL: _____

OPTION YEAR SCHEDULE
16 July 2008 through 15 July 2009

OPTION YEAR 3

0010 DAILY REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	MO	12		
AB	2204	MO	12		
AC	2212	MO	12		
AD	2218	MO	12		
AE	5223	MO	12		
AF	8199	MO	12		
AG	658	MO	12		

SUB-TOTAL: _____

0011 TRI-ANNUAL REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	EA	3		
AB	2204	EA	3		
AC	2212	EA	3		
AD	2218	EA	3		
AE	5223	EA	3		
AF	8199	EA	3		
AG	658	EA	3		

0012 YEARLY REQUIREMENTS

ITEMS	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
0012	ALL	EA	1		

OPTION YEAR 3 TOTAL: _____

OPTION YEAR SCHEDULE
16 July 2009 through 15 July 2010

OPTION YEAR 4

0013 DAILY REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	MO	12		
AB	2204	MO	12		
AC	2212	MO	12		
AD	2218	MO	12		
AE	5223	MO	12		
AF	8199	MO	12		
AG	658	MO	12		

SUB-TOTAL: _____

0014 TRI-ANNUAL REQUIREMENTS

SUB ITEM	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
AA	736	EA	3		
AB	2204	EA	3		
AC	2212	EA	3		
AD	2218	EA	3		
AE	5223	EA	3		
AF	8199	EA	3		
AG	658	EA	3		

0015 YEARLY REQUIREMENTS

ITEMS	BUILDING #	UNIT OF ISSUE	QUANTITY	UNIT PRICE	AMOUNT
0015	ALL	EA	1		

OPTION YEAR 4 TOTAL: _____

TOTAL BASE AND OPTION YEARS: _____

SECTION C

DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

SPECIFICATIONS. Specifications and/or drawings covering the detailed requirements for the equipment and services listed in the Proposal Schedule are attached hereto and made a part hereof.

CHANGES IN SPECIFICATIONS AND/OR DRAWINGS. The Government reserves the right to make modifications to specifications and/or drawings prior to the date set for receipt of proposals. Changes to the specifications and/or drawings will be accomplished through amendment or amendments to this Solicitation. Copies of such amendments as may be issued will be furnished to all prospective offerors. If the revisions and amendments require material changes in quantities or prices offered or both, the date set for receipt of proposals may be postponed by such number of days as in the opinion of the District Engineer will enable the offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for receiving proposals.

The contractor shall provide all labor, equipment, tools, supplies and supervision of work except as specified as Government furnished in accordance with (IAW) Section C, Description/Specifications/Work Statement for Janitorial Services for the following buildings located on Elmendorf AFB, AK: Buildings 2204, 2212, and 2218 on 3rd Street and 5223 on Finletter Ave. and the following buildings on Ft. Richardson, AK: Alaska District buildings: Building 736, and a small area, 1400 SF of 3rd floor, 7 offices, of Building 658, Kiska Hall in strict accordance with all Terms, Conditions, General and Special Provisions, Specifications, Drawings, Conditions, Attachments, exhibits, etc., contained herein or incorporated by reference. Incorporation by reference shall include any and all mandatory provisions required by the Federal Acquisition Regulation (FAR) and Army FAR (AFAR) supplements whether referenced or not referenced, current at time of solicitation.

The contractor's work and responsibility shall include all contractor planning, programming, administration and management necessary to assure that all janitorial services are conducted IAW the contract and shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in referenced documents.

SECTION C
DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT

GENERAL

1.1 CONTRACTOR PERSONNEL

- a. The contractor shall provide evidence of having secured bonding for the contractor's employee(s).
- b. The contractor shall provide a project manager with full authority to act for the contractor immediately upon commencement of work. The project manager shall be responsible for the overall management and coordination of the contract and shall act as the central point of contact for the contractor with the Government. The contractor shall also designate an alternate project manager who will act for the project manager at all times when the project manager is not available. The contractor shall notify the Contracting Officer of changes in these personnel as they occur. One of these designated persons shall be physically on site whenever the contractor's personnel are working within district buildings.
- c. All contractor employees must be able to speak, read, write and understand the English language.
- d. A project manager or alternate shall meet with the Contracting Officer's Representative (COR) to discuss immediate problem areas. The project manager or alternate shall respond within two (2) hours after notification by the COR. The contractor shall provide the telephone numbers of the project manager and the alternate project manager.
- e. The contractor shall provide sufficient personnel possessing the skills, knowledge, and training to perform the tasks described herein. The contractor shall assure that the required federal, state and local licenses, permits and certifications are acquired prior to contractor personnel performing these services. The contractor shall not hire off-duty Government employees who serve as Quality Assurance Evaluators (QAE), Contracting Officer Representatives (COR) in their Government position, or any other persons whose employment, in the opinion of the Contracting Officer would result in a conflict of interest.
- f. Contractor personnel shall present a neat appearance and be easily recognized while in Corps of Engineers facilities. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges containing both the company and employee names. The contractor is responsible for acquiring an appropriate number of uniforms and/or badges to meet his/her needs at the contractor's expense.

1.2 CONTRACTOR FURNISHED LABOR/EQUIPMENT/SUPPLIES. The contractor shall provide all labor, equipment, tools, supplies (chemicals, hand soap, paper towels,

toilet paper, toilet seat covers, women's sanitary supplies, plastic wastebasket liners), and supervision of work to be accomplished. The Government will reimburse the contractor at the contractor's cost for paper towels, toilet paper, toilet seat covers, and women's sanitary supplies. The contractor will provide copies of original invoices for reimbursement at each monthly billing cycle. The contractor will furnish all other supplies without reimbursement. Paper towels and toilet paper shall fit Government provided fixtures.

1.3 MANAGEMENT. The Government Quality Assurance Evaluator (QAE) will notify contractor's project manager of discrepancies in work performed. The COR will meet with the contractor on problems that are not resolved satisfactorily.

1.4 UNFORESEEN BASE CLOSURES. When an unforeseen base closure occurs on a regularly scheduled day of work, the Government shall forego the work and reduce payment due the contractor accordingly for the work not performed.

1.5 FEDERAL HOLIDAYS. Work will not be required on the following Federal Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

1.6 HOURS OF OPERATION. The Contractor shall only perform work in the building between the hours of 1600-0500, Monday through Friday.

1.6.1 HOURS OF OPERATION – EXCEPTIONS.

a. Building 2204 – rooms 35, 90B, 39, shall be cleaned between 1500 and 1600 hours, Monday through Friday.

b. Stripping and waxing of floors and carpet cleaning may be done on Saturdays and Sundays.

1.7 BUILDING SECURITY

a. All exterior doors must be closed and locked after 1700 hours.

The contractor shall secure building by locking all doors. Windows shall be closed and locked.

b. The contractor shall ensure that any individual requesting entry to the building has a valid Corps of Engineers identification prior to allowing entry. Any person discovered rummaging through desks or otherwise behaving in a suspicious manner shall be reported to the building security manager (if available) or to Elmendorf Security Police.

c. It is the contractors' responsibility to perform daily fire inspections to ensure all items of personal nature (i.e., popcorn popper, coffee makers, etc.) are turned off or unplugged.

1.8 CONSERVATION OF UTILITIES. The contractor shall be directly responsible for instructing employees in utility conservation practices. The contractor shall be responsible for operating under conditions precluding the waste of utilities, which shall include:

a. Lights shall be used only in areas where and at the time when work is actually being performed. Lights will be turned off after work is accomplished.

b. Contractor employees shall not adjust heating, ventilation and air conditioning systems.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

d. Government telephones shall not be used for personal reasons.

1.9 LOST AND FOUND PROPERTY. The contractor shall ensure that all items of a personal or monetary value found by the contractor's employees are turned into the COR.

1.10 KEY CONTROL

a. The Government shall provide the contractor with keys and ID cards to Corps buildings. The contractor shall be responsible to safeguard the building keys. KEYS ISSUED BY THE GOVERNMENT SHALL NOT BE DUPLICATED.

b. The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the Government are not lost or misplaced, and are not used by unauthorized persons. The contractor shall develop procedures covering key control that will be included in his/her quality control plan.

c. The contractor shall report the occurrence of a lost key immediately to the COR no later than the next duty day.

d. The contractor shall be required to replace, re-key, or to reimburse the Government for replacement of locks or re-keying as a result of contractor losing keys. In the event a master key is lost or duplicated by the contractor, all locks and keys for that system will be replaced by the Government, and the total cost deducted from the monthly payment due.

e. It is the responsibility of the contractor to prohibit the use of keys issued by the Government by any persons other than the contractor's employees. It is also the responsibility of the contractor to prohibit contractor's employees from opening locked areas to permit entrance of persons other than contractor employees engaged in the performance of work assigned in those areas.

1.11 QUALITY CONTROL/QUALITY ASSURANCE. The Government will monitor the contractor's performance under this contract using the quality assurances procedures specified in the technical exhibits.

1.11.1 PERFORMANCE EVALUATION MEETINGS. The Project Manager shall meet with the COR and the Contract Administrator weekly, during the first two months of the contract. The dates of these meetings will be given to the Contractor at the pre-performance conference.

a. After the first two months, these meetings will be held whenever a Contract Discrepancy Report is issued or whenever the COR considers it necessary, but no less often than monthly.

b. The purpose of these meetings is to discuss the progress and problems in performance. A mutual effort will be made to resolve all problems identified.

c. The contractor shall notify the Contracting Officer, in writing, of any work being performed that is considered to be over and above requirements of the contract.

d. The Government will take written minutes of these meetings. The minutes are to be signed by the COR, Contract Administrator, and the contractor's Project Manager. Should the contractor not concur with the minutes, he/she shall state, in writing, any areas wherein non-concurrence applies.

1.11.2 The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. The program shall include, but not be limited to the following:

a. An Inspection system pertaining to the services in the Performance Requirements Summary. It must specify areas to be inspected using a scheduled or unscheduled basis, and the title of the individual who will do the inspections.

b. A method for identifying deficiencies in the quality of services performed and correcting those deficiencies before the level of performance becomes unacceptable.

c. A file of all inspections conducted by the contractor and the corrective action taken. This documentation shall be made available to the Government during the term of the contract.

1.12 SAFETY. In performing the contract, the contractor shall provide for protecting the lives and health of employees and other persons, preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the contractor shall:

a. Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR part 1910.

b. Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

c. The contractor shall comply with all pertinent provisions of EM 385-1-1, Safety and Health Requirements Manual. (Particular attention is invited to Section 1 of EM 385-1-1).

d. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under the contract which result in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. The contractor shall report this data in the manner prescribed by the Contracting Officer.

e. The Contracting Officer shall notify the contractor of any non-compliance with these requirements and of the corrective action required. This notice, when delivered to the contractor at the site of the work, shall be deemed notice of the non-competitive and corrective action required. If after receiving the notice, the contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

f. The contractor shall be responsible for its sub-contractor's compliance (if any).

1.13 GENERAL. The contractor shall notify the QAE whenever broken fixtures, equipment, doors, or glass is discovered during the nightly cleaning.

1.14 SQUARE FOOTAGE OF BUILDINGS. The square footage listed below is not absolute, it did not include the steps outside the buildings and some areas that are not being cleaned, i.e., the Credit Union, maintenance bays, under stairs and storage areas, etc.

Building 736	-	4,400sf
Building 2204	-	68,167sf (See Note 1 in Section B.)
Building 2204A	-	17,100sf (Annex to 2204)
Building 2212	-	4,048sf
Building 2218	-	8,520sf
Building 5223	-	3,700sf
Building 8199	-	5,500sf (See Note 3 in Section B.)
Building 658	-	1,400sf

1.15 DAILY / WEEKLY REQUIREMENTS.

1.15.1 CLEAN MATS (DAILY REQUIREMENT): Carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed or hosed down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location. After cleaning, the entrance mats shall be clean and the area free of stains, spots, dirt and other obvious soil. Steps will be swept or brushed for a distance of five feet from last step or doorway. After sweeping, the entire area shall be free of dirt, rocks, grass, loose snow, leaves or trash.

1.15.2 VACUUM CARPET IN HALLWAYS, LOBBIES, ENTRANCES, AND ALL COMMON AREAS (DAILY REQUIREMENT). VACUUM CARPET IN OFFICE AREAS (MONDAY, WEDNESDAY, FRIDAY REQUIREMENT). After being vacuumed, the carpeted floor shall be free of visible litter, soil, paper,

and staples. Any spots shall be removed as soon as noticed. The contractor is only responsible for spot cleaning areas smaller than 2 square feet. All torn, burned, or raveled carpet shall be brought to the attention of the Quality Assurance Evaluator.

1.15.3 CLEAN BATHROOM WALLS AND DOORS (DAILY): Clean bathroom stall walls, stall doors, and entrance doors and frames. After cleaning, surfaces shall be free of all streaks, tape residue, stains and smudges.

1.15.4 CLEAN TOILET BOWLS AND URINALS (DAILY): De-scale, disinfect and clean all surfaces, including valves and pipes and both sides of toilet seat. After cleaning, the entire surface shall be free from streaks, stains, scum, urine deposits and rust stains.

1.15.5 CLEAN SHOWER STALLS (DAILY): Buildings 736 and 2204, clean and disinfect doors, shower walls and floor areas. After cleaning, the shower stall shall be free of stains, soap residue and litter.

1.15.6 CLEAN LOBBIES AND HALLWAY WALLS (WEEKLY): Clean smudges, streaks and stains. After cleaning, the lobby and hallway walls shall be free of smudges, streaks and stains.

1.15.7 CLEAN NON-CARPETED FLOORS (DAILY): All accessible areas of non-carpeted floors shall be swept and shall be free of litter and dust before wet mopping. All accessible areas of non-carpeted flooring shall be wet mopped with the exception of mechanical rooms, this shall include all tiled floors in hallways, offices, stairway landings, stairway treads, rest rooms, utility closets, and the kitchen area of the cafeteria, etc. Chairs, trash receptacles and easily movable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no film, debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. Floors are to be maintained with a high luster.

1.15.8 CLEAN SINKS (DAILY): Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire areas shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

1.15.9 TRASH REMOVAL (DAILY): All wastebaskets, cigarette butt receptacles in outside smoking areas, (ashtrays, butt cans, etc.), and other trash containers within and outside of building shall be emptied and returned to their initial location. Boxes placed near a trash receptacle and marked "TRASH" will be removed. Cardboard boxes placed near or in the paper recycling bins shall be removed to the Cardboard Recycle dumpster on the North side of building 2204. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Ashes and debris shall be wetted to extinguish any smoldering butts, and then removed from the cigarette butt receptacles and placed in the dumpsters. Cigarette receptacles will not be emptied in containers used for trash collection. Trash will be removed from the building to the nearest dumpster located outside each building. The contractor will pick up any trash that may fall in the facility or on the grounds during the removal of such collected trash. After the trash is removed, the trash can will be free of trash and all loose trash will be removed from the area.

1.15.10 GLASS CLEANING (DAILY): All glass in entrance doors, above and on both sides of doors and mirrors in the rest rooms will be free of fingerprints, smudges, and streaks.

1.15.11 RESUPPLY RESTROOMS (DAILY); Toilet paper, paper towels, toilet seat covers, sanitary supplies (machines in women's restrooms), and hand soap will be stocked to provide sufficient so as not to be depleted prior to next cleaning. All supplies must fit into Government furnished fixtures.

1.15.12 DUST FURNITURE (WEEKLY); After dusting, furniture shall be free of all visible signs of dust. Dust, lint and dry soil shall be removed from all horizontal ledges (including shelving on drafting tables, chair legs and table legs), mop boards, window sills, hand rails, stair dividers and air vents located in bathrooms

and grills in ceiling for air handler. Tables in conference rooms shall be wiped with a damp cloth, furniture polish, or glass cleaner depending on type of surface. Items on desktops or surfaces that must be moved to complete dusting will be returned to their original positions.

1.15.13 REFRIGERATORS (WEEKLY): Clean exterior surfaces and tops. After cleaning, the refrigerator shall be free of all streaks, stains, and smudges.

1.15.14 CLEANING CAFETERIA AREA BUILDING 2204 (DAILY)

1.15.14.1 The contractor shall vacuum the carpeted area, moving tables to ensure all food is removed and that all dust and dirt is removed from under the serving tables and furniture.

1.15.14.2 Tiled floor in kitchen area to be damp mopped daily using a degreasing formula floor cleaner. Floors are to be free of grease and stickiness (particular attention is directed to the floor under the serving line and grill areas).

1.15.14.3 Garbage will be removed daily. Garbage containers will be cleaned inside and outside daily. Empty grease container daily.

1.15.14.4 All Windowsills will be cleaned daily.

1.15.14.5 Legs on all tables, seats and backs will be cleaned ensuring that all traces of dust and dirt have been removed. Entrance doors will be cleaned to ensure all dirt and fingerprints are removed.

1.15.14.6 The paper towel holder in the kitchen area will be restocked daily.

1.15.15 CLEANING OF ELEVATORS IN 2204 AND ANNEX (DAILY):

Remove all spots and stains from all stainless steel surfaces. Vacuum elevator door tracks of doors to remove all soil and gravel. Vacuum floors to remove all loose surface soil. After cleaning the elevator carpet shall be dirt, dust, and stain free. The walls, ceiling, and light fixtures of the elevators shall be free of smudges and streaks.

1.15.16 UPHOLSTERED FURNITURE (WEEKLY): Upholstered furniture in the Atrium, Conference rooms, Executive offices, will be vacuumed to remove all dust and lint and spot cleaned to remove any stains.

1.15.17 SWEEP FLOOR IN WAREHOUSE AREAS IN BUILDING 5223 (WEEKLY); The contractor shall sweep the concrete floor in the Receiving and Disposal Warehouse area. All other offices in Building 5223 will be cleaned in accordance with the daily and quarterly requirements.

1.15.18 EXCLUSIONS.

- a. The contractor shall not perform any cleaning in room 10, Building 2204 (Credit Union).
- c. The equipment bays, storage bays and contractor areas in Building 5223 are not required to be cleaned by the contractor

1.15.19 LOCKING OF BUILDINGS: After the nightly janitorial cleaning, the contractor will close and lock all exterior windows and doors and will turn off all interior office and hallway lights. Offices that were locked when the contractor started will be locked when the contractor leaves.

1.16 MONTHLY REQUIREMENTS.

1.16.1 WASTE RECEPTACLES: The Contractor shall clean the interior and exterior of waste receptacles during the second week of each month.

1.16.2 FABRIC PARTITIONS OF SYSTEM FURNITURE: The contractor shall vacuum the fabric partitions located in offices ensuring that all dust and lint from fabric surfaces is removed.

1.16.3 HIGH DUSTING: Dust/Vacuum all overhead pipes, air handler ceiling vents and horizontal surfaces; including fluorescent lights which are not built in. After dusting the overhead pipes and all horizontal surfaces shall be free of dust.

1.16.4 VENETIAN BLINDS: Dust with dry mop or vacuum cleaner using dust brush. Care must be taken not to bend shades if using vacuum cleaner. After cleaning, venetian blinds shall be free of visible dust and stains.

1.16.5 WINDOW SILLS: Damp clean all window ledges.

1.16.6 GLASS CLEANING: The glass in the hallway and lobby showcases, the interior glass windows of private offices and cubicles, and the glass in picture frames will be cleaned to remove all spots, streaks, film, and smudges.

1.17 TRI-ANNUAL REQUIREMENTS (January, May, September)

1.17.1 SHAMPOO CARPETING: All government owned carpeting to be steam cleaned and/or shampooed. After shampooing the carpet shall be clean, dry, and free of dirt and stains.

1.17.2 STRIPPING AND WAXING FLOORS: Tiled floors shall be stripped, cleaned, and waxed with a non-skid wax

and buffed so the floor has a glossy appearance and is free from scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Furniture will be moved to facilitate stripping and waxing. Moving of file cabinets is not required unless they are the two drawer type.

1.18 YEARLY REQUIREMENTS (May)

1.18.1 WINDOW CLEANING: Windows will be cleaned in all Facilities listed. Windows shall be cleaned on both sides, interior and exterior, to a clear surface free of streaks, spots or film. If windows are removed balance cords will be put back in place. Window sills and window tracks will be cleaned to remove any dirt and debris.

1.19 LOCKING OF BUILDINGS: Upon completion of the nightly janitorial cleaning, the contractor shall close and lock all exterior doors and windows. The contractor shall turn off all interior office lights upon completion of the nightly cleaning. Offices that were locked at the beginning of the nightly cleaning shall be re-locked after the cleaning has been completed.

1.20 INSPECTIONS: Each workday morning between 0630 and 0700 hours, the Quality Assurance Evaluator (QAE) will inspect the work performed by the contractor. In the event that some or all of the contractor's performance is found to be unsatisfactory, the QAE will call the contractor to clear discrepancies noted. The contractor shall clear the discrepancies by 1100 hours of that same day. Discrepancies that are not cleared shall be declared rejected and an appropriate amount of money will be deducted from the monthly total of the contractor's invoice.

PERFORMANCE REQUIREMENT SUMMARY
REQUIRED JANITORIAL SERVICES

SERVICE: Cleaning of Entrance Mats	STANDARD: After Cleaning, the entrance mats shall be clean and the area free of stains, spots, dirt, and other obvious soil
AQL:	10%
Method of Surveillance:	100% Daily Inspection
Maximum Deduction Percent:	2%
SERVICE: Vacuum Carpets	STANDARD: After cleaning, the carpet shall be free of all visible litter, soil, and staples.
AQL:	10%
Method of surveillance:	100% Daily inspection
Maximum Deduction Percentage:	10%
SERVICE: Clean Toilets/bathroom walls and doors	STANDARD: After cleaning, surfaces shall be free of all streaks, stains and smudges.
AQL:	10%
Method of surveillance:	100% Daily inspection
Maximum Deduction Percentage:	5%
SERVICE: Clean Toilet Bowls	STANDARD: After cleaning, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
AQL:	10%
Method of Surveillance:	100% Daily Inspection
Maximum Deduction Percentage:	10%
SERVICE: Clean Shower Stalls	STANDARD: After cleaning, the shower walls and floors shall be free of stains, soap residue, litter, stains and streaks.
AQL:	10%
Method of Surveillance:	100% Daily Inspection
Maximum Deduction Percentage:	2%

<p>SERVICE: Clean Lobbies & Hallways walls</p> <p>AQL: Method of Surveillance: Maximum Deduction Percentage:</p>	<p>STANDARD: After cleaning, the lobbies and hallway walls shall be free of smudges, streaks and stains.</p> <p>10% 100% Weekly inspection 5%</p>
<p>SERVICE: Clean Non-Carpeted Floors</p> <p>AQL: Method of Surveillance: Maximum Deduction Percentage:</p>	<p>STANDARD: After cleaning, the floor shall have a uniform appearance with no film, debris, standing water and free of smudges, streaks, and stains.</p> <p>10% 100% Daily inspection 5%</p>
<p>SERVICE: Cleaning of Sinks</p> <p>AQL: Method of Surveillance: Maximum Deduction Percentage:</p>	<p>STANDARD: After cleaning the entire area shall be free from streaks, stains, spots, smudges, scale and other obvious soil.</p> <p>10% 100% Daily inspection 5%</p>
<p>SERVICE: Removal of Trash</p> <p>AQL: Method of Surveillance: Maximum Deduction Percentage:</p>	<p>STANDARD: After cleaning, the trash container shall be free of trash, and all trash shall be removed from the area.</p> <p>10% 100% Daily Inspection 5%</p>
<p>SERVICE: Cleaning of Entrance Glass</p> <p>AQL: Method of Surveillance: Maximum Deduction Percentage:</p>	<p>STANDARD: After cleaning, the surface shall be free of streaks, stains and smudges.</p> <p>10% 100% Daily inspection 5%</p>

SERVICE: Re-supply Rest Rooms AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After re-supply rest rooms shall have sufficient supplies of toilet paper, paper towels, hand soap, toilet seat covers. In women's rest rooms, machines for sanitary supplies will be restocked. All rest rooms will have sufficient supply to last until the next cleaning. 10% 100% Daily inspection 5%
SERVICE: Dusting of Furniture AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, all dust, lint and dry soil shall be removed. 10% 100% Weekly inspection 5%
SERVICE: Cleaning of Refrigerators AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, refrigerator doors, sides and tops shall be free of smudges, streaks and stains. 10% 100% Weekly inspection 2%
SERVICE: Cleaning of Cafeteria Area AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, the floor shall have a uniform appearance with no film, debris, or standing water. Surfaces shall be free of smudges, grease, sticky areas, streaks and stains. 10% 100% Daily inspection 10%
SERVICE: Cleaning of Elevator AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, the entire area shall be free of streaks, stains, spots, smudges, scale and other obvious soil. 10% 100% Daily inspection 5%

SERVICE: Upholstery Cleaning AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, chairs shall be free of all dirt. 10% 100% Weekly inspection 2%
SERVICE: Shampooing of Carpets AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After shampooing, the carpet shall be clean and free of dirt and stains. 10% 100% Tri- Annual inspection 5%
SERVICE: High Dusting AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, the overhead pipes and all horizontal surfaces shall be free of dust. 10% 100% Monthly Inspection 10%
SERVICE: Cleaning of Venetian Blinds AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, venetian blinds shall be free of dust. 10% 100% Monthly Inspection 10%
SERVICE: Cleaning of Window Sills AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, the entire area shall be free from streaks, stains, spots, smudges, scale and other obvious soil. 10% 100% Monthly Inspection 2%

SERVICE: WINDOW CLEANING AQL: Method of Surveillance Maximum Deduction Percentage	STANDARD: After cleaning the windows will be free of spots , streaks, and film 10% 100% Annual Inspection 5%
SERVICE: Stripping and Waxing Floors AQL: Method of Surveillance: Maximum Deduction Percentage:	STANDARD: After cleaning, floors shall be glossy in appearance and free from scuff marks, heels marks, and other stains and discolorations. 10% 100% Tri-Annual Inspection 5%

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors --Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers listed in descending order of importance and described below:

1) Total Cost: The review of the total proposed cost will be conducted separately. The technical proposal will be evaluated against cost.

2) Total Technical Experience: Evaluation of data submitted with respect to the offerors total technical experience will assist the evaluator in evaluating the Contractor's experience in performing the type work set forth herein.

3) Past Performance: Evaluation and verification of data submitted with respect to past performance will assist the technical evaluation team to evaluate the Contractors quality, performance and timeliness in similar types(s) of work. This documentation will enable a determination of the offeror's responsibility and capacity to perform. Documentation of successful completion of projects similar in nature and scope to the proposed project shall be submitted. The Contracting Officer may solicit and consider information from prior and current clients of offerors. Negative and positive information will be assessed in establishing a relative order of merit concerning past performance of all responsive offerors.

SUMMARY:

Proposals will be evaluated based on the evaluation criteria set forth above. If a competitive range is established, negotiations may be conducted with those falling within the competitive range, after which the best and final offers will be solicited from those involved in the negotiations. Following receipt of the best and final offers, an award will be made to that offer most advantageous to the Government, price and other factors considered.

PLEASE NOTE THAT IT IS DEFINITELY POSSIBLE THAT AN AWARD MAY BE MADE FROM THE ORIGINAL PROPOSAL, WITHOUT DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED AND A CONTRACT AWARDED WITHOUT NOTICE TO THE OFFERORS. THEREFORE, OFFERORS ARE REQUESTED TO ENSURE THAT INITIAL PROPOSALS ARE THE OFFERORS' BEST OFFER POSSIBLE.

Technical and Past Performance, when combined, are approximately equal when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

 (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

__X_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

__X_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

__X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

__X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

__X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

__X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

__X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X__ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X__ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__X__ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

__X__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**U.S. Army Engineer District, Alaska
Attn: Contracting Division
2204 3rd Street
Elmendorf AFB, Alaska 99506-1538**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://deskbook.dau.mil/jsp/default.jsp>

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://deskbook.dau.mil/jsp/default.jsp>

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (_____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (_____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

___X___ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (_____Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

**U.S. Small Business Administration
Anchorage District Office
510 L Street, Suite 310
Anchorage, AK 99501-1952
Tel: (907) 271-4022 Fax (907) 271-4005**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the **U.S. Army Engineer District, Alaska** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in the State of Alaska, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

94-2017 AK, STATEWIDE

WAGE DETERMINATION NO: 94-2017 REV (32) AREA: AK, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2018

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2017
William W.Gross	Revision No.: 32
Director	Date Of Revision: 02/18/2005
Division of	
Wage Determinations	

State: Alaska

Area: Alaska Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.25
01012 - Accounting Clerk II	13.46
01013 - Accounting Clerk III	16.97
01014 - Accounting Clerk IV	19.02
01030 - Court Reporter	17.92
01050 - Dispatcher, Motor Vehicle	17.18
01060 - Document Preparation Clerk	15.39
01070 - Messenger (Courier)	13.11
01090 - Duplicating Machine Operator	13.38
01110 - Film/Tape Librarian	15.27
01115 - General Clerk I	12.27
01116 - General Clerk II	14.80
01117 - General Clerk III	15.56
01118 - General Clerk IV	17.51
01120 - Housing Referral Assistant	18.57
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	17.14
01191 - Order Clerk I	13.94
01192 - Order Clerk II	15.73
01261 - Personnel Assistant (Employment) I	15.35
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.28
01264 - Personnel Assistant (Employment) IV	22.38
01270 - Production Control Clerk	21.31
01290 - Rental Clerk	15.27
01300 - Scheduler, Maintenance	16.01
01311 - Secretary I	16.01
01312 - Secretary II	17.92
01313 - Secretary III	18.57
01314 - Secretary IV	20.88
01315 - Secretary V	22.76
01320 - Service Order Dispatcher	15.37
01341 - Stenographer I	14.27
01342 - Stenographer II	16.03
01400 - Supply Technician	20.88
01420 - Survey Worker (Interviewer)	17.07
01460 - Switchboard Operator-Receptionist	12.54
01510 - Test Examiner	17.92
01520 - Test Proctor	17.92
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.55
01533 - Travel Clerk III	16.08
01611 - Word Processor I	14.36
01612 - Word Processor II	16.23
01613 - Word Processor III	17.57
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	16.45
03041 - Computer Operator I	16.09
03042 - Computer Operator II	17.14
03043 - Computer Operator III	24.42
03044 - Computer Operator IV	25.98

03045 - Computer Operator V	27.62
03071 - Computer Programmer I (1)	22.08
03072 - Computer Programmer II (1)	27.30
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.62
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.47
05010 - Automotive Glass Installer	20.51
05040 - Automotive Worker	20.51
05070 - Electrician, Automotive	22.17
05100 - Mobile Equipment Servicer	18.40
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	20.51
05190 - Motor Vehicle Mechanic	22.47
05220 - Motor Vehicle Mechanic Helper	17.38
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.51
05310 - Painter, Automotive	21.44
05340 - Radiator Repair Specialist	20.51
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	22.47
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.30
07010 - Baker	14.50
07041 - Cook I	12.82
07042 - Cook II	14.72
07070 - Dishwasher	10.99
07130 - Meat Cutter	16.33
07250 - Waiter/Waitress	10.83
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.44
09040 - Furniture Handler	15.78
09070 - Furniture Refinisher	21.44
09100 - Furniture Refinisher Helper	17.38
09110 - Furniture Repairer, Minor	19.42
09130 - Upholsterer	21.44
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.41
11060 - Elevator Operator	11.07
11090 - Gardener	15.93
11121 - House Keeping Aid I	10.69
11122 - House Keeping Aid II	11.99
11150 - Janitor	12.92
11210 - Laborer, Grounds Maintenance	13.26
11240 - Maid or Houseman	10.69
11270 - Pest Controller	16.93
11300 - Refuse Collector	17.26
11330 - Tractor Operator	15.03
11360 - Window Cleaner	14.27
12000 - Health Occupations	
12020 - Dental Assistant	15.88
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	19.48

12071 - Licensed Practical Nurse I	14.67
12072 - Licensed Practical Nurse II	16.49
12073 - Licensed Practical Nurse III	18.45
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	18.89
12160 - Medical Record Clerk	14.66
12190 - Medical Record Technician	15.36
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.84
12223 - Nursing Assistant III	12.89
12224 - Nursing Assistant IV	14.50
12250 - Pharmacy Technician	15.62
12280 - Phlebotomist	16.49
12311 - Registered Nurse I	22.19
12312 - Registered Nurse II	27.15
12313 - Registered Nurse II, Specialist	27.15
12314 - Registered Nurse III	32.84
12315 - Registered Nurse III, Anesthetist	32.84
12316 - Registered Nurse IV	39.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.84
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	22.95
13050 - Library Technician	19.63
13071 - Photographer I	16.79
13072 - Photographer II	21.09
13073 - Photographer III	21.99
13074 - Photographer IV	26.87
13075 - Photographer V	28.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.64
15030 - Counter Attendant	9.64
15040 - Dry Cleaner	12.29
15070 - Finisher, Flatwork, Machine	9.64
15090 - Presser, Hand	9.64
15100 - Presser, Machine, Drycleaning	9.64
15130 - Presser, Machine, Shirts	9.64
15160 - Presser, Machine, Wearing Apparel, Laundry	9.64
15190 - Sewing Machine Operator	13.17
15220 - Tailor	14.50
15250 - Washer, Machine	10.52
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	23.06
19040 - Tool and Die Maker	28.71
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	24.18
21020 - Material Coordinator	21.31
21030 - Material Expediter	21.31
21040 - Material Handling Laborer	16.29
21050 - Order Filler	13.82
21071 - Forklift Operator	17.80

21080 - Production Line Worker (Food Processing)	17.80
21100 - Shipping/Receiving Clerk	17.20
21130 - Shipping Packer	17.20
21140 - Store Worker I	13.66
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	18.50
21210 - Tools and Parts Attendant	17.80
21400 - Warehouse Specialist	17.80
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.71
23040 - Aircraft Mechanic Helper	18.58
23050 - Aircraft Quality Control Inspector	25.10
23060 - Aircraft Servicer	20.76
23070 - Aircraft Worker	21.84
23100 - Appliance Mechanic	23.05
23120 - Bicycle Repairer	17.78
23125 - Cable Splicer	31.61
23130 - Carpenter, Maintenance	23.24
23140 - Carpet Layer	21.64
23160 - Electrician, Maintenance	28.07
23181 - Electronics Technician, Maintenance I	21.21
23182 - Electronics Technician, Maintenance II	30.22
23183 - Electronics Technician, Maintenance III	32.77
23260 - Fabric Worker	20.22
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	19.16
23340 - Fuel Distribution System Mechanic	28.42
23370 - General Maintenance Worker	20.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.39
23430 - Heavy Equipment Mechanic	25.13
23440 - Heavy Equipment Operator	27.85
23460 - Instrument Mechanic	24.47
23470 - Laborer	13.51
23500 - Locksmith	22.55
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	23.08
23580 - Maintenance Trades Helper	17.38
23640 - Millwright	24.47
23700 - Office Appliance Repairer	23.05
23740 - Painter, Aircraft	24.52
23760 - Painter, Maintenance	21.45
23790 - Pipefitter, Maintenance	29.11
23800 - Plumber, Maintenance	27.79
23820 - Pneudraulic Systems Mechanic	24.47
23850 - Rigger	24.47
23870 - Scale Mechanic	21.64
23890 - Sheet-Metal Worker, Maintenance	25.83
23910 - Small Engine Mechanic	21.64
23930 - Telecommunication Mechanic I	23.93
23931 - Telecommunication Mechanic II	27.34
23950 - Telephone Lineman	23.93
23960 - Welder, Combination, Maintenance	23.10
23965 - Well Driller	24.47
23970 - Woodcraft Worker	24.47
23980 - Woodworker	20.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.47

24580 - Child Care Center Clerk	15.54
24600 - Chore Aid	11.74
24630 - Homemaker	18.94
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	26.53
25040 - Sewage Plant Operator	23.05
25070 - Stationary Engineer	26.53
25190 - Ventilation Equipment Tender	17.40
25210 - Water Treatment Plant Operator	23.05
27000 - Protective Service Occupations	
(not set) - Police Officer	29.17
27004 - Alarm Monitor	17.94
27006 - Corrections Officer	24.74
27010 - Court Security Officer	23.89
27040 - Detention Officer	24.74
27070 - Firefighter	20.42
27101 - Guard I	12.73
27102 - Guard II	15.61
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	21.64
28020 - Hatch Tender	21.64
28030 - Line Handler	21.64
28040 - Stevedore I	25.03
28050 - Stevedore II	27.71
29000 - Technical Occupations	
21150 - Graphic Artist	25.25
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	18.22
29024 - Archeological Technician II	20.48
29025 - Archeological Technician III	25.29
29030 - Cartographic Technician	28.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.74
29040 - Civil Engineering Technician	26.62
29061 - Drafter I	17.72
29062 - Drafter II	21.97
29063 - Drafter III	27.28
29064 - Drafter IV	28.75
29081 - Engineering Technician I	20.65
29082 - Engineering Technician II	25.56
29083 - Engineering Technician III	28.25
29084 - Engineering Technician IV	29.45
29085 - Engineering Technician V	31.47
29086 - Engineering Technician VI	37.83
29090 - Environmental Technician	20.12
29100 - Flight Simulator/Instructor (Pilot)	35.35
29160 - Instructor	24.39
29210 - Laboratory Technician	21.99
29240 - Mathematical Technician	28.75
29361 - Paralegal/Legal Assistant I	20.72
29362 - Paralegal/Legal Assistant II	24.45
29363 - Paralegal/Legal Assistant III	29.91
29364 - Paralegal/Legal Assistant IV	36.66
29390 - Photooptics Technician	28.75
29480 - Technical Writer	29.84

29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	26.72
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.09
29622 - Weather Observer, Upper Air (3)	19.09
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	19.13
31260 - Parking and Lot Attendant	13.19
31290 - Shuttle Bus Driver	17.79
31300 - Taxi Driver	15.74
31361 - Truckdriver, Light Truck	17.79
31362 - Truckdriver, Medium Truck	19.74
31363 - Truckdriver, Heavy Truck	20.84
31364 - Truckdriver, Tractor-Trailer	20.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.22
99030 - Cashier	11.70
99041 - Carnival Equipment Operator	14.59
99042 - Carnival Equipment Repairer	15.47
99043 - Carnival Worker	11.99
99050 - Desk Clerk	14.09
99095 - Embalmer	20.02
99300 - Lifeguard	11.11
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.94
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.55
99500 - Recreation Specialist	22.53
99510 - Recycling Worker	24.53
99610 - Sales Clerk	13.82
99620 - School Crossing Guard (Crosswalk Attendant)	14.13
99630 - Sport Official	11.11
99658 - Survey Party Chief (Chief of Party)	26.44
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	24.04
99660 - Surveying Aide	17.60
99690 - Swimming Pool Operator	18.10
99720 - Vending Machine Attendant	15.46
99730 - Vending Machine Repairer	18.10
99740 - Vending Machine Repairer Helper	15.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin

Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.